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**ELECTRONIC SUPPLY CHAIN (ESC) USAGE TERMS AND END-USER LICENSE  
AGREEMENT ENTERED INTO BY AND BETWEEN**

**SEDIBENG DISTRICT MUNICIPALITY** herein represented by  
**MOTSUMI MATHE** in his capacity as the **Municipal Manager**, duly authorized  
thereto, (hereinafter referred to as **"SDM"**);

**AND**

**TS4 INNOVATIONS (PTY) LTD** A private company duly incorporated in accordance  
with the laws of the Republic of South Africa, with Registration Number: K2018/572177/07  
herein represented by **TSHEPO THEOPHULUS MOTAUNG** with ID No: 870519 5304 080 in  
his capacity as the **Managing Director**, duly authorized thereto, (hereinafter referred to as  
**"TS4 INNOVATIONS"**, **"TS4"**, **"we"**, **"us"** and **"our"**).

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO OUR TERMS  
OR USING OUR ESC APPLICATION. THIS AGREEMENT LICENSES THE USE OF OUR  
ESC APPLICATION TO SDM AND CONTAINS WARRANTY AND LIABILITY  
DISCLAIMERS. BY USING OUR ESC APPLICATION, SDM AGREES TO BE BOUND BY  
THE TERMS OF THIS DOCUMENT. IF SDM DOES NOT AGREE TO THE TERMS OF  
THIS AGREEMENT, THEN SDM SHOULD NOT USE OUR ESC APPLICATION.**

The person agreeing to and accepting this Agreement warrants that he/she is duly authorised to agree to the terms of this Agreement.

**1. ABOUT OUR TERMS AND CONDITIONS AND DEFINED TERMS**

- 1.1. **"Agreement"** means this Agreement together with the schedules and any appendices attached hereto.
- 1.2. These terms together with our **Privacy Policy** (collectively, the "Agreement") will form a written contract between Sedibeng District Municipality and TS4 Innovations (Pty)Ltd and will govern our relationship and SDM's use of our ESC Application.
- 1.3. Some of the functions (i.e. bulk SMSs) provided on our platform may contain additional terms, which may be relevant to the specific product SDM uses or subscribes to. By using those functions, SDM agrees to be bound by such additional rules and/or terms. All such other terms

are incorporated into this Agreement. Where there is a conflict between such other terms and this Agreement, this Agreement will apply.

- 1.4. **"Intellectual Property Rights"** includes any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know-how, business methods and trade secrets, applications for registration, and the right to apply for registration, for any of these rights and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 1.5. **"Platforms"** means all our websites, mobile sites, social media platforms or any other technology or mechanism SDM may use to interact with us.
- 1.6. **"Products"** means both our Software and our Resources.
- 1.7. **"Representative"** means the appointed SDM and TS4 representatives.
- 1.8. **"Resources"** means downloadable documentation, tools and/or resources that we make available to SDM as supporting resources to our Software.
- 1.9. **"Software"** means our software, including our online web applications, tools, software-based services, mobile applications or any other technology that SDM selected and that we may license to SDM.
- 1.10. **"SDM"** means Sedibeng District Municipality.
- 1.11. **"TS4"** means the service provider – TS4 Innovations (Pty) Ltd.
- 1.12. **"ESC"** means Electronic Supply Chain.

## **2. SUBSCRIPTION TO USE PRODUCTS**

- 2.1. In order to access and use the Products, SDM must ensure that officials –
  - 2.1.1. register to use the Products, where they will create, or we will allocate them, a username, password or other log-in ("User ID");
  - 2.1.2. login using their User ID; and
  - 2.1.3. comply with the terms of the Agreement.
- 2.2. The official's User ID is personal to them. They –
  - 2.2.1. must keep their User ID confidential and not disclose it to any third party or allow any third party to access or use the Products with their User ID;
  - 2.2.2. must inform us promptly if a third party gains access to their User ID;
  - 2.2.3. will not do multiple log-ins simultaneously (log in at any one point in time more than once using the same User ID); and
  - 2.2.4. will not circumvent our User ID authentication procedures or systems.



- 2.3. While a User ID is personal to officials, we own it. SDM may accordingly not sell or otherwise transfer any entitlements thereto to a User ID.
- 2.4. SDM will also not retain any entitlements to any official's User ID once this Agreement ends.
- 2.5. Officials will sign out from their accounts at the end of each session.

### 3. GRANT OF LICENSE

Subject to payment of the applicable license fee and SDM abiding by the terms of this Agreement, we grant SDM a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable license use of the Products, strictly in accordance with the terms of this Agreement.

### 4. USE RESTRICTIONS

- 4.1. Any use of the ESC Application not permitted by this Agreement is prohibited and, without limiting the generality of the foregoing, SDM will not permit others to:
  - 4.1.1. license, sub-license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the ESC Application or make the ESC Application available to any third party;
  - 4.1.2. copy, modify, reverse compile, reverse engineer or extract source codes from the ESC Application, except to the extent that we may not prohibit SDM from doing so under applicable laws or regulations or SDM have our prior written consent to do so. Where applicable laws or regulations entitle SDM to reverse compile or extract source codes from the ESC Application, SDM will first contact us to request the information SDM needs;
  - 4.1.3. remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of TS4 or its affiliates, partners, suppliers or the licensors of the ESC Application; or
  - 4.1.4. use the ESC Application in breach of any applicable law or regulation.
- 4.2. SDM may not make copies of the Resources except as may be necessary for backup and archival purposes.

### 5. INTELLECTUAL PROPERTY

- 5.1. Except as expressly stated otherwise, this Agreement does not in any way grant, assign, transfer or license any of either party's intellectual property rights to the other party.
- 5.2. SDM acknowledges that any and all intellectual property rights subsisting in or used in connection with the ESC Application, including all documentation, updates, upgrades, enhancements, new developments and improvements are and shall remain the sole property of TS4. SDM shall not, during or at any time after the expiry or termination of this Agreement, in any way question or dispute the ownership by TS4 thereof.
- 5.3. In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, SDM acknowledges that such inventions, designs or processes shall be the property of TS4, unless otherwise agreed in writing by TS4.



- 5.4. SDM will retain ownership of any original content or data which SDM may upload, transmit or store when using our ESC Application.
- 5.5. We will own all compilations, collective works or derivative works created by us which may incorporate SDM's content.

## **6. UPDATES TO ESC APPLICATION**

- 6.1. We may from time to time provide enhancements or improvements to the features/functionality of the ESC Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").
- 6.2. Such Updates may occur automatically or manually. We do not guarantee that we will make any Updates available for any of the ESC Application features, or that such Updates will continue to support SDM's device or system.
- 6.3. Updates may modify or delete certain features and/or functionalities of the ESC Application. SDM agrees that we have no obligation to provide any Updates.
- 6.4. SDM further agree that all Updates will be (i) deemed to constitute an integral part of the ESC Application, and (ii) subject to the Agreement and conditions of this Agreement.

## **7. THIRD-PARTY SERVICES**

- 7.1. The ESC Application may display, include or make available third-party content (including data, information, software and other products or services) or provide links to third-party websites or services ("Third-Party Services").
- 7.2. SDM acknowledges and agrees that we do not control or verify Third-Party Services and we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and shall not have any liability or responsibility to SDM or any other person or entity for any Third-Party Services.
- 7.3. Third-Party Services and links thereto are provided solely as a convenience to SDM and SDM's access and use of them is entirely at SDM's own risk and subject to such third parties' terms and conditions.
- 7.4. When SDM acquires services or products from a third party through any of our Platforms or Products, SDM understands and agree that –
  - 7.4.1. we are not a party to the contract between SDM and the third party;
  - 7.4.2. we are under no obligation to monitor the third-party service used by SDM;
  - 7.4.3. the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. We will not be liable to SDM for any reason under the contract with the third party;
  - 7.4.4. SDM will evaluate the product or service and the applicable terms and conditions before acquiring the product or service.



- 7.5. If those third parties change, suspend or stop providing such services or products, we may similarly change, suspend or stop providing it to SDM. We may nevertheless endeavour to provide such a service in another way or by using another supplier or service provider.
- 7.6. We do not provide any technical support for any Third-Party Services.
- 7.7. We may use software that is subject to "open source" licenses (the "**Open Source Software**"). Where we use such Open Source Software there may be provisions in the Open Source Software's license that expressly override this Agreement, in which case such provisions shall prevail to the extent of any conflict with this Agreement.

## 8. PRIVACY POLICY

We may process information about SDM, officials and external users in accordance with our privacy policy, which is attached as "Appendix A" and which forms part of this Agreement.

## 9. TERMS AND TERMINATION

- 9.1. The SDM subscription or license is an annual subscription/license. It will therefore continue for a minimum period of 36 (thirty-six) months ("Subscription Period") and will automatically terminate at the end of the Subscription Period. SDM will need to renew the subscription/license at the end of the Subscription Period.
- 9.2. Should either Party breach or otherwise be in default of any of its obligations under or in terms of this Agreement and remain in default or fail to remedy such breach, if such breach is indeed capable of remedy, within 14 (fourteen) business days of receipt of the written notice calling upon it to do so, the other Party will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it:
- 9.2.1. to cancel this Agreement, with or without claiming damages, provided that such breach constitutes a material breach; or
- 9.2.2. to obtain an order against such defaulting Party for specific performance, with or without claiming damages.
- 9.3. Upon termination of this Agreement, SDM shall cease all use of the ESC Application and delete all copies of the ESC Application from all SDM devices. All the collected data processed by ESC shall be saved on the SDM servers.

## 10. CONSULTANCY SERVICES, ROLES AND RESPONSIBILITIES

- 10.1. TS4 Innovations will be responsible for the ESC Application that will be running from the server provided, this will include all the coding of the ESC Application.
- 10.2. SDM will be responsible for the provision of a server and the maintenance of the server on which the ESC Application will run.
- 10.3. The ESC Application runs in conjunction with the Central Supplier Database (CSD) from National Treasury. All information extracted from CSD will be sitting on the server provided, therefore it remains the responsibility of SDM.



- 10.4. The ESC Application will download and update all the information from CSD onto the SDM's server for processing.
- 10.5. The ESC Application domain will be provided by SDM and remains the responsibility of SDM to ensure that it stays online.
- 10.6. The ESC Application will use the domain provided to send out quotations to the suppliers/vendors of the municipality on an interactive website where the suppliers/vendors will be able to compile a quotation for the municipality.
- 10.7. The ESC Application will manage the flow of information between user departments and the Supply Chain Department.
- 10.8. The ESC Application will provide reports to the Supply Chain Management, i.e. how many requests for quotations were given to a specific demographic, which companies won the bids etc. This information will be the intellectual rights of SDM and therefore TS4 Innovations has no right to use this information for personal use/gain or distribute this information.
- 10.9. Information accuracy that the ESC Application produces is a result of the information gathered from the database.
- 10.10. All information on the database is from the CSD, accuracy will therefore be dependent on the checks of CSD and the proper filling of information by the vendors/suppliers themselves. Warning flags, personal vendor information etc., will then be the responsibility of the above mentioned respectively.
- 10.11. Training for the ESC Application will be as follows:
  - 10.11.1. Training of all the internal staff of SDM will be provided by TS4 Innovations, this will include how to assist all external users (Vendors/Suppliers) with how to use the online interactive website that will form part of the ESC Application. (Suppliers/vendors will be able to submit a quotation online using the ESC Application while the day-to-day production of requests for quotations will be submitted by internal staff).
  - 10.11.2. Training of external parties will be the responsibility of SDM with assistance from TS4 Innovations.
- 10.12. All information/data produced by the ESC Application will be the rights of SDM and TS4 Innovations will have no rights over the content produced.
- 10.13. This includes the database provided by the CSD link, reports produced by the ESC Application and any related content provided by the ESC application.
- 10.14. TS4 Innovations will have a turnaround time of approximately 48h for technical support with errors related to the ESC application.

## **11. PAYMENTS AND REFUNDS**

- 11.1. In consideration of the license granted in terms of this Agreement, SDM shall pay the monthly subscription fees in advance.
  - 11.1.1. The following costs are listed in order to identify and define the activities related and related costs to administer the ESC Application:



**Table 1:**

| #                                        | Description                                        | Monthly cost      | Annual cost          |
|------------------------------------------|----------------------------------------------------|-------------------|----------------------|
| 1.                                       | Licensing Fee                                      | R25 698.50        | R308 382.00          |
| 2.                                       | CSD Bulk Data Monitoring                           | R10 720.00        | R128 640.00          |
| 3.                                       | SMS API                                            | R 1 047.90        | R 12 574.80          |
| 4.                                       | On-going Consultancy Services (including training) | R5 413.60         | R64 963.20           |
| <b>Total excl. VAT</b>                   |                                                    | <b>R42880.00</b>  | <b>R514560.00</b>    |
| <b>Total month-on-month cost</b>         |                                                    | <b>R42 880.00</b> |                      |
| <b>Total Year 1</b>                      |                                                    |                   | <b>R514560.00</b>    |
| <b>Total Year 2 (5% annual increase)</b> |                                                    |                   | <b>R540 288.00</b>   |
| <b>Total Year 3(5% annual increase)</b>  |                                                    |                   | <b>R567 302.40</b>   |
| <b>TOTAL CONTRACT VALUE EXCL. VAT</b>    |                                                    |                   | <b>R1 622 150.40</b> |

47280  
= 568 560  
+ 54000

11.1.2. Payments to TS4 will be affected by way of invoicing to SDM for work as captured in Table 1 above. TS4 to keep detailed records of job calls and hours of support logged.

11.1.3. All additional costs related to the 7-Day Application trial will be stipulated in "Annexure B".

11.2. Additional fees are payable for each client system or geographical site upon which SDM wishes to use the Products, in the event that the ESC application is to be installed on a different server.

11.3. All charges hereinbefore referred to are exclusive of any taxes, duties or such other additional sums including, but not limited to, excise tax, import or other duties, and whether levied in respect of this Agreement or the use of the Software.

11.4. Subject to mandatory applicable laws and regulations or as otherwise specified by us for a particular item or software, in no circumstances will we be required to provide a refund for any payments made by SDM to us in relation to any services or software (whether used or unused).

11.5. We reserve the right to change licensing fees for any of our Products at any time. We will notify SDM of any changes if the regular fee for the license changes from what was stated at the time of SDM's initial order. We will not change the license fees during any License Period.

## **12. TS4 INNOVATIONS (PTY)LTD'S LIABILITY**

12.1. TS4 shall not be liable to SDM for any loss or damage whatsoever or howsoever caused, arising directly or indirectly in connection with this agreement, the platforms or products, its use or otherwise, except to the extent to which it is unlawful to exclude such liability under the applicable law.

12.2. Notwithstanding the generality of clause 12.1 above, TS4 expressly excludes liability for any indirect, special, incidental or consequential loss or damage which may arise in respect of the ESC application, its use or in respect of equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.

12.3. In the event that any exclusion contained in this agreement shall be held to be invalid for any reason and TS4 becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the amount paid by SDM for the products under this agreement.

12.4. SDM acknowledges that ESC Application in general is not error-free and agrees that the existence of such errors shall not constitute a breach of this agreement.



- 12.5. In the event that SDM discovers a material error which substantially affects SDM's use of the products and notifies TS4 of the error within 90 (ninety) days from the subscription date (the "warranty period"), TS4 shall, at its sole option, either refund the fee or use all reasonable endeavours to correct, by patch or update (at its option), that part of the products which does not so comply, provided that such non-compliance has not been caused by any modification, variation or addition to the products not performed by TS4 or caused by SDM's incorrect use, abuse or corruption of the products or by use of the products with other products or software or on equipment with which it is incompatible.
- 12.6. To the extent permitted by applicable law, TS4 disclaims all other warranties with respect to the ESC Application, either express or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose.
- 12.7. Although TS4 does not warrant that the ESC Application supplied hereunder shall be free from all known viruses, it has used commercially reasonable efforts to check for the most commonly known viruses prior, but SDM is solely responsible for virus scanning the products.
- 12.8. While we endeavour to ensure that the ESC application are normally available 24 hours a day, we shall not be liable if, for any reason, the ESC Application is unavailable at any time or for any period.
- 12.9. Access to the ESC Application may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

### **13. AMENDMENTS TO THIS AGREEMENT**

- 13.1. We reserve the right, in our sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new Agreement taking effect. What constitutes a material change will be determined at our sole discretion.
- 13.2. By continuing to access or use our ESC Application after any revisions become effective, SDM agrees to be bound by the revised agreement. If SDM does not agree to the new agreement, SDM is no longer authorized to use the ESC Application.

### **14. GENERAL TERMS**

- 14.1. This Agreement is the sole record of the agreement between SDM and us, with neither party being bound by any express, tacit or implied representation or warranty not recorded in this Agreement.
- 14.2. No agreement shall be concluded or amendment to this Agreement effected merely by SDM sending a data message to us or using our Platforms.
- 14.3. We may cede, transfer or assign its rights and obligations under the Agreement to a third party without SDM's consent.
- 14.4. SDM may not cede, transfer or assign SDM's rights or obligations under the Agreement to a third party without our written consent.
- 14.5. If any provision of the Agreement is or becomes unenforceable for any reason, then such provision will be treated as if it had not been included in the Agreement to the extent that it



remains unenforceable and shall not affect the validity of the remaining provisions of the Agreement.

- 14.6. All provisions of this Agreement must be treated as being qualified, to the extent necessary, to ensure that the relevant provisions of any applicable laws which may not be overridden or set aside by agreement are complied with.
- 14.7. The Agreement is governed by and interpreted in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law, with SDM irrevocably consenting to the exclusive jurisdiction of the courts of South Africa, in respect of all proceedings arising out of or pursuant to the Agreement.
- 14.8. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.
- 14.9. If SDM has any questions about this Agreement, please contact us via email at [tshepom@ts4innovations.co.za](mailto:tshepom@ts4innovations.co.za) or [info@ts4innovations.co.za](mailto:info@ts4innovations.co.za)

## 15. NOTICES

- 15.1. Any notice or other document to be served under this Agreement to a Party may be served at its address set out below:

**SDM Legal Notices** : Cnr Beaconsfield Avenue & Leslie Street  
Vereeniging  
1939

**TS4 Innovations Legal Notices** : 6 Keiskamma River  
SE 4  
Vanderbijlpark  
1911

Email address: [tshepom@innovations.co.za](mailto:tshepom@innovations.co.za) or [info@ts4innovations.co.za](mailto:info@ts4innovations.co.za)

- 15.2. Either Party shall be entitled from time to time, by written notice to the other, to vary its *domicilium* address to any other address within the Republic of South Africa, which is not a post office box.
- 15.3. All notices given in terms of this Agreement shall be in writing and any notice given by one Party to the other (the addressee) which:
- 15.3.1. is delivered by hand during the normal business hours at the addressee's *domicilium* shall be deemed to have been received by the addressee at the time of delivery;
- 15.3.2. is sent by email to the addressee's email address shall be deemed to have been received by the addressee on the 1<sup>st</sup> (first) business day after the date of transmission thereof.
- 15.3.3. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from the other including by way of facsimile transmission shall be adequate written notice or communication to such Party.



## 16. GENERAL

- 16.1. This Agreement constitutes the whole of this Agreement between the Parties hereto relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement, shall be binding on any of the Parties.
- 16.2. No variation, addition, deletion, or agreed cancellation will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto. Failure or delay on the part of any Party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16.3. Any consent or approval required to be given by any Party in terms of this Agreement will, unless specifically otherwise stated, not be unreasonably withheld.
- 16.4. Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.
- 16.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party last signing one of the counterparts. The Parties undertake to take whatever steps may be necessary to ensure that each counterpart is duly signed by each of them without delay.
- 16.6. No addition to, or variation of any of the terms of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 16.7. TS4 shall not be entitled to cede or assign any of his rights and obligations arising out of this agreement without the consent of the SDM, which consent will not unreasonably be withheld.
- 16.8. In the event that a dispute arises out of any of the terms and conditions of this Agreement, attempts to settle such dispute within five (5) days will be made through negotiations between the SDM and TS4.
- 16.9. Should the negotiations referred to above not succeed and the matter proceeded to litigation, the party in breach shall be liable for the payment of costs of such litigation on an attorney-client scale.
- 16.10. Any amendment, alteration or addition to this Agreement shall not be valid unless reduced to writing and signed by both parties.
- 16.11. The SDM shall not be liable for any damages whatsoever that may arise as a result of any negligent act or omission on the part of the TS4.
- 16.12. Similarly, TS4 shall not be liable for any damage whatsoever that may arise as a result of negligent act or omission by the SDM.
- 16.13. Neither party shall have the right to cede or assign any of their rights and responsibilities in terms of this Agreement without written permission of the other.



16.14. This Agreement constitutes the sole, complete and binding Agreement between parties, and no amendment, addition or variation shall be binding unless reduced to writing and signed by both parties.

16.15. Any indulgence or relaxation by either party of any of the terms of this Agreement shall not be construed as a waiver of any of the rights of either party.

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 04 DAY OF SEPTEMBER 2023

  
MOTSUMI MATHE

AS WITNESSES: 1.....  
2.....

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE.....DAY OF SEPTEMBER 2023

  
TSHEPO THEOPHULUS MOTAUNG

AS WITNESSES: 1. .....  
2. .....



**TS4 INNOVATIONS (PTY) LTD PRIVACY POLICY**

This is the privacy policy of TS4 Innovations Proprietary Limited ("TS4", "us", "we", or "our") and applies to all our Platforms and Products.

**"Platforms"** means all our websites, mobile sites, social media platforms or any other technology or mechanism you may use to interact with us;

**"Resources"** means downloadable documentation, tools and/or resources that we make available to you as supporting resources to our Software;

**"Products"** means both our Software and our Resources;

**"Software"** means our software, including our online web applications, tools, software-based services, mobile applications or any other technology that you selected and that we may license to you;

**"Personal Information"** means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:

- i. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- ii. information relating to the education or the medical, financial, criminal or employment history of the person;
- iii. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- iv. the biometric information of the person;
- v. the personal opinions, views or preferences of the person;
- vi. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- vii. the views or opinions of another individual about the person; and
- viii. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

**"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to:

- i. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- ii. dissemination by means of transmission, distribution or making available in any other form; or
- iii. merging, linking, as well as restriction, degradation, erasure or destruction of information.

**"POPIA"** means the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and as amended from time to time.

This privacy policy describes how we handle the information we collect and receive from you. By using our Platforms or Products you agree to the provisions of this privacy policy.



## **1. INFORMATION WE COLLECT**

We may collect different types of information from you in the following ways:

### **1.1. Information you give us**

While using our Platforms or Products, we will ask officials to provide us with their work email addresses and information about their requested quotation. This includes, but is not limited to, the information provided to us:

1.1.1. by filling in forms on our Platforms or Products (when you sign-up for an account on our Platforms or Products);

1.1.2. when you purchase one of our Products;

### **1.2. Information we collect or receive when you use our Platforms or Products**

We collect information when you use our Platforms or Products through various means, this may include using cookies, and other tracking technologies. You can manage or disable cookies in your browser settings. Depending on how you access and use our Platforms or Products, we may receive or collect:

1.2.1. Log information (information about your interactions with our Platforms or Products and other services you use, the time and date of your visit, the time spend on a page, the pages you visit, or the content you view and the search queries you submit);

1.2.2. Information we infer about you based on your interaction with our Platforms or Products;

1.2.3. Device information (the type of device you're using, how you access our Platforms or Products, your browser type, browser version, or operating system, diagnostic data and your Internet Protocol ("IP") address);

1.2.4. Location information (your device's GPS signal and information about nearby WiFi networks and cell towers). We get this information when you use location-enabled services. You can disable location services when you use Platforms or Products, through your device settings;

1.2.5. Data about you or your business, including but not limited to, data that will allow us to determine patterns, trends and/or risks in an industry; Google Analytics (website traffic data – also refer to clause 3.2.3 below).

## **2. HOW WE USE THE INFORMATION WE COLLECT AND RECEIVE**

We use the information we collect and receive for the following general purposes:

2.1. to provide you with information, products or services you request from us;

2.2. to improve and maintain our Platforms or Products;

2.3. to be effective and relevant in the services we provide you;

2.4. to provide you with support;

2.5. to communicate with you;



- 2.6. to allow you to participate in interactive features of our Platforms or Products when you choose to do so;
- 2.7. to monitor the usage of our Platforms or Products;
- 2.8. to create anonymized databases and reports, including but not limited to, industry benchmarking and other aggregated reports, trend/pattern reports and risk profile reports.

### 3. **HOW WE SHARE THE INFORMATION WE COLLECT AND RECEIVE**

- 3.1. We don't sell your personal information to third parties.
- 3.2. We may share other information with:
  - 3.2.1. other parties in connection with certain business transactions (in the event that we restructure or sell any of our businesses or assets, we may disclose your personal information to the prospective buyer of such business or assets or other transacting party);
  - 3.2.2. companies that provide services to us (companies that provide services to us or act on our behalf may have access to information about you. These companies are limited in their ability to use the information they receive in the course of providing services to us or you);
  - 3.2.3. Google Analytics (Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Platforms or Products. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt out of Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about your activities. For more information on the privacy practices of Google, visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/>.)

### 4. **YOUR CHOICES**

- 4.1. You have the right to ask us not to contact you for marketing purposes. You can exercise this right at any time by using any of the various "opt-out" options that we will always provide to you when we communicate with you. We won't send you marketing messages if you tell us not to but we will still need to send you service-related messages.
- 4.2. You have the right to confirm whether we hold personal information about you and the right to request a copy of your personal information.
- 4.3. We want to make sure that any data we hold about you is up to date. So if you think your personal information is inaccurate, you can ask us to correct or remove it.
- 4.4. You can also update your personal information directly within your account settings section. If you are unable to change your personal information, please contact us to make the required changes.
- 4.5. You have the right to [ask/require] us to erase your personal information when the personal information is no longer necessary for the purposes for which it was collected, or when, among



other things, your personal information has been unlawfully processed. In certain circumstances, you also have the right to object to the processing of your personal information.

5. **MONITORING OF COMMUNICATIONS**

We may monitor and record our communications with you, including e-mails and phone conversations. The information which we collect may then be used for training purposes, quality assurance, to record details about the products and services you use or ask us about, and in order to meet our legal and regulatory obligations generally.

6. **RETENTION OF DATA**

6.1. We will retain your personal information only for as long as is necessary for the purposes set out in this privacy policy or to comply with our legal obligations, resolve disputes, and enforce our legal agreements and policies.

6.2. We may retain other data for internal analysis purposes.

7. **SECURITY OF DATA**

7.1. The security of your data is important to us. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. However, we do employ a number of safeguards intended to mitigate the risk of unauthorized access or disclosure of your information. We will do our best to protect your personal information and we will use up-to-date technology that will help us to do this. We will at all times comply with our obligation under law.

8. **PROTECTION OF PERSONAL INFORMATION ACT**

8.1. All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services.

8.2. One or more of the parties to this agreement will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or personal information.

8.3. Such information may be deemed as private, confidential or personal information in so far as it relates to any party to this agreement.

8.4. Such information may also be deemed or considered as private, confidential or personal information of any third person who may be directly or indirectly associated with this agreement.

8.5. Further, it is acknowledged and agreed by all parties to this agreement, that such private, confidential or personal information may have value and such information may or may not be in the public domain.



9. **CHANGES TO THIS PRIVACY POLICY**

- 9.1. We may update our privacy policy from time to time. Any changes to this privacy policy will be posted on our Platforms and communicated to you.

10. **CONTACT US**

- 10.1. If you have any questions about this privacy policy, please contact us at:

Email: info@ts4innovations.co.za or tshepom@ts4innovations.co.za  
Cell: 061 326 5650



**TS4 INNOVATIONS (PTY) LTD 7-Day Tender Application Trial**

This is the privacy policy of TS4 Innovations Proprietary Limited ("TS4", "us", "we", or "our") and applies to all our Platforms and Products.

- "Platforms" means all our websites, mobile sites, social media platforms or any other technology or mechanism you may use to interact with us;
- "Resources" means downloadable documentation, tools and/or resources that we make available to you as supporting resources to our Software;
- "Products" means both our Software and our Resources;
- "Software" means our software, including our online web applications, tools, software-based services, mobile applications or any other technology that you selected and that we may license to you.

This Annexure is attached to and forms an integral part of the Electronic Supply Chain License Agreement ("Agreement") entered into TS4 Innovations (Pty) Ltd, hereinafter referred to as "TS4," and Sedibeng District Municipality, hereinafter referred to as "SDM," This Annexure outlines the terms and conditions for the trial of the 7-Day Tender Application ("7-D App") developed by ESC.

**1. PURPOSE OF THE TRIAL**

- 1.1. The purpose of this trial is to provide SDM with an extended opportunity to evaluate the functionality, performance, and suitability of the 7-Day Tender Application ("7-D App") within their operational environment over a period of one year.

**2. TRIAL DURATION**

- 2.1. The trial period shall extend for a period of 1 (one) year from the date of installation of the 7-Day Tender App on the SDM system, as mutually agreed upon by both parties.

**3. SCOPE OF TRIAL**

- 3.1. SDM shall have access to the full range of features and functionalities of the 7-Day Tender App during the trial period. This includes the ability to create, manage, and submit tenders electronically.

**4. RESPONSIBILITIES OF TS4**

During the trial period, TS4 shall:

- 4.1. Provide technical support and assistance in the installation and setup of the 7-Day Tender App.
- 4.2. Address any technical issues or queries arising from SDM's usage of the 7-Day Tender App.

**5. RESPONSIBILITIES OF SDM**

During the trial period, SDM shall:



- 5.1. Install and configure the 7-Day Tender App on their system according to the guidelines provided by TS4.
- 5.2. Actively use the 7-Day Tender App to evaluate its features and functionalities.
- 5.3. Provide feedback to TS4 regarding the 7-Day Tender App's performance, usability, and any issues encountered.

## 6. DATA PRIVACY AND SECURITY

- 6.1. TS4 shall ensure that any data collected or processed during the trial period adheres to the terms outlined in the Agreement's data privacy and security provisions.

## 7. FINANCIAL TERMS

- 7.1. During the trial period, SDM shall only be charged a base cost for the SMS messages sent to individuals applying for the tender and for the cloud hosting services.
- 7.2. SDM shall pay the monthly trial fees in advance.
- 7.2.1. The following costs are listed in order to identify and define the activities related and related costs to administer the 7-Day Tender App:

**Table 1:**

| #                                     | Description                   | Monthly cost      | Annual cost        |
|---------------------------------------|-------------------------------|-------------------|--------------------|
| 1.                                    | SMS API                       | R2 000.00         | R 24 000.00        |
| 2.                                    | Cloud Services (Data Back-Up) | R 2500.00         | R 30 000.00        |
| <b>Total excl. VAT</b>                |                               | <b>R 4 500.00</b> | <b>R 54 000.00</b> |
| <b>Total month-on-month cost</b>      |                               | <b>R 4 500.00</b> |                    |
| <b>TOTAL CONTRACT VALUE EXCL. VAT</b> |                               |                   | <b>R 54000,00</b>  |

- 7.2.2. Payments to TS4 will be affected by way of invoicing to SDM for work as captured in Table 1 above.

## 8. ADDITIONAL APPLICATIONS

- 8.1. TS4 reserves the right to develop and introduce additional features or applications for the 7-Day Tender App or other software and resources provided under this Annexure B. Any such additional features or applications, specifically designed for the use of SDM and related to the municipal operations, shall be considered an integral part of this Annexure B.
- 8.2. TS4 shall promptly notify SDM in writing of any new features or applications introduced, specifying their functionalities, and providing any necessary documentation or resources related to their usage.
- 8.3. TS4 and SDM shall negotiate and agree upon any associated costs, which shall be documented in writing and duly signed by authorized representatives of both TS4 and SDM.
- 8.4. It is understood that any additional features or applications introduced by TS4 shall be subject to the same data privacy and security provisions and other relevant terms and conditions as outlined in the Agreement unless otherwise agreed upon in writing between the parties.

9. **TERMINATION OF TRIAL**

- 9.1. Either party may terminate the trial period by providing written notice to the other party. Upon termination, the 7-Day Tender App shall be removed from SDM's system, and both parties shall return to their respective rights and obligations as outlined in the Agreement.

10. **CONFIDENTIALITY**

- 10.1. Any information, data, or feedback exchanged during the trial period shall be treated as confidential information in accordance with the confidentiality provisions of the Agreement.

11. **GOVERNING LAW**

- 11.1. This Annexure and the trial shall be governed by the same laws and jurisdiction as specified in the Agreement.

12. **EFFECT ON AGREEMENT**

- 12.1. This Annexure is supplementary to and forms an integral part of the Agreement. In case of any inconsistency or conflict between the Agreement and this Annexure, the terms of the Agreement shall prevail.

13. **CONTACT US**

- 13.1. If you have any questions about this privacy policy, please contact us at:

Email: info@ts4innovations.co.za or tshepom@ts4innovations.co.za  
Cell: 061 326 5650

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 07 DAY OF SEPTEMBER 2023

  
MOTSUMI MATHE

AS WITNESSES: 1.....  
2.....

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE.....DAY OF SEPTEMBER 2023

  
TSHEPO THEOPHILUS MOTAUNG

AS WITNESSES: 1.   
2. 